

Section C - Description/Specifications/Statement of Work

Statement of Work (SOW)

For

Technical Referral, DLA-339, and ESRS Support

1.0 INTRODUCTION

1.0.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Code 315, which is responsible for new Acquisition and Life Cycle provisioning, supply support, Diminished Manufacturing Sources and Material Shortages (DMSMS) management, and shipboard configuration for the Integrated Logistics Support (ILS) for the Hull, Mechanical and Electrical (HM&E) systems and equipment installed on U.S. Navy surface ships and submarines.

1.0.2 This contract is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied.

1.0.3 Government/Contractor Relationship:

1.0.3.1 The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.

1.0.3.2 The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

1.0.3.3 Contractor personnel under this Task Order shall not engage in any of the inherently Governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

1.0.4 Employee Relationship:

1.0.4.1 The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

1.0.4.2 Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government

installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

1.0.4.3 Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and

benefits applicable to such relationships do not apply.

1.0.4.4 It is the Contractor's, as well as the Government's, responsibility to

monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this Section has been or may be violated.

1.0.4.4.1 The Contractor shall notify the Contracting Officer in writing via letter or email within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the Contractor's estimated date when, absent a response, cost, schedule or performance will be impacted.

1.0.4.4.2 The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

1.1 BACKGROUND

The Integrated Logistics Engineering, Readiness and Training Division (Code 31) and the Provisioning and Supply Support Branch (Code 315) of the Naval Surface Warfare Center, Philadelphia Division (NSWCPD), provide services that includes receipt, review resolution and reply to all DLA-339 and ESRS tickets received, Configuration, Provisioning and all associated machinery research and development. This includes receipt, research, distribution of and completion of Diminished Manufacturing Sources and Material Shortages (DMSMS)/Obsolescence request tickets. This task includes identification of all ILS elements that need updating as a result of the final answer for the DLA-339 or ESRS ticket received. Branch 315 develops implements, provides and maintain logistic products to provide Supply Support for Life Cycle and New Acquisition programs for Hull, Mechanical and Electrical (HM&E) systems and equipment installed on U.S. Navy surface ships and submarines. The products and services are provided for Naval Sea Systems Command (NAVSEA), Warfare Centers, Naval Supply Systems Command, and the Defense Logistics Agency.

1.2 SCOPE OF WORK

The Contractor shall provide engineering and technical services required for developing, implement, providing and maintaining logistic products to provide Supply Support for Life Cycle and New Acquisition programs for Hull, Mechanical and Electrical (HM&E) systems and equipment installed on U.S. Navy surface ships and submarines. This effort to include supporting all DLA-339, NAVSUP ESRS, Diminished Manufacturing Sources and Material Shortages

(DMSMS)/Obsolescence issues, Configuration, Provisioning and all associated machinery research and development. The contractor will be responsible for receiving, recording, initiating remedy tickets, tracking, Working with ISEA for resolution, resolution identification, Replies to DLA/NAVSUP and closing remedy ticket out when completed. The contractor will be coordinating with various other warfare centers including NUWC Keyport and NSWC-PHD and other Activities including NAVSUP and DLA to determine Engineering Authority and Metrics tracking. The contractor will be required to coordinate with the NSWCPD DMSMS team in tracking all Quad charts, preparing for semi-annual reviews, and providing Metrics. The contractor will be required to review, develop or update and submit all logistics elements required to support DLA-339/ESRS resolutions and associated engineering.

2.0 APPLICABLE DOCUMENTS

2.1 MIL-STD-1522/1561: Provisioning Procedures and Technical Documentation (with SPCC Addendum): DOD 5400.07 Freedom of Information Act Program: <https://dap.dau.mil/policy/Lists/Policy%20Documents/DispForm.aspx?ID=2630>

2.2 MIL-STD-480: Configuration Control - Engineering Changes, Deviations and Waiver www.everyspec.com

2.3 MIL-STD-482: Configuration Status Accounting Data Elements and Related Features, www.everyspec.com

2.4 NAVSEA 9090/700 Ship Configuration and Logistic Support Information System (SCLSIS), www.everyspec.com

2.5 Mandatory Procedures for Major Defense Acquisition Programs (MDAPS) and Major Automated Information Systems (MAIS) Acquisition Programs (DOD 5000.2-R), www.everyspec.com

2.6 DOD Interim Defense Acquisition Guidebook – dtd October 30, 2002, www.everyspec.com

2.7 DLAI 3200.1: Engineering Support for Items Supplied by DLA and GSA, www.dla.mil/issuances/Documents/i3218.pdf

2.8 SD-22 Diminished Manufacturing Sources and Material Shortages, <https://www.acq.osd.mil/sc/docs/SD-22-DMSMS.pdf>

2.9 MIL-PRF-49506, Logistic Management Information (LMI)

2.10 NAVSEA Technical Specification 9090-1500 (series) Provisioning Allowance, and Fitting Out Support (PAFOS), dated 8Jan2003

2.11 SL720-AA-MAN-030, Surface Ship and Carriers Entitled Process for Modernization, Maintenance, & Operations Manual

2.12 NAVSEA Technical Specification 9090-700, Ship Configuration and Logistic Support Information System, July 2005

2.13 Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems, Requirements for (MIL-S-901E) (10 June 2017) www.everyspec.com

2.14 Mechanical Vibrations of Shipboard Equipment (Type I - Environmental and Type II – Internally Excited) (MIL-STD-167-1A) (02 November 2005) www.everyspec.com

2.15 Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment (MIL-STD-461F) (10 December 2007) www.everyspec.com

The Contractor shall reference and utilize the latest version available when performing tasks within this SOW.

3.0. REQUIREMENTS

3.1 Defense Logistics Agency (DLA form 339) and Naval Supply Engineering Support Request System (ESRS) Support

3.1.1 The contractor shall provide technical assistance for resolution of engineering, logistics, and obsolescence issues for Defense Logistics Agency (DLA ((DLA-339's)) and NAVY Supply Technical Referrals (TR'S) and Engineering Support Request System (ESRS cases with an in depth knowledge of stock System (DLA/NAVSUP) programs and technical coding.

3.1.2 Contractor shall ensure there is coordination between DLA/ESRS and DMSMS/obsolescence management support to ensure potential redundancy is eliminated between programs and communication is well established for reporting and Quad Chart development.

3.1.3 The contractor shall provide reverse engineering support by designing, testing, and validating form/fit/function replacements for obsolete components, developing the required supporting technical documentation, and fabricating, testing and delivering replacement components for the Navy's ensuing initial procurements.

3.1.4 The contractor shall have the inherent knowledge of the DLA and Navy systems to recommend approaches to the ISEA for resolution of DLA-339/ESRS tickets as they pertain to reverse engineering, Environmental testing, Ship Change Document (SCD) and Machinery Alteration processes as well as other options.

3.1.5 The contractor shall assist in researching, developing and providing a Technical Data Package to the ISEA (In-Service Engineering Agent) that identifies a recommended resolution for ISEA approval. The Contractor will include the Logistics Impacts and required TDP to support such changes. These may include determining the Quantity required for Life Time support requirements to be provided to Defense Logistics Agency and Naval Supply Command to NSWCPD for review. The research and recommended resolutions shall include alternate methods of support, alternate manufacturing offers, waivers/deviations and engineering change proposals, technical data package development, reverse engineering considerations; contract deliverables (e.g. contract quantity requirements, testing requirements, waiver of factory acceptance testing or production lot testing), critical item determination, evaluation of surplus offers, and extended engineering.

3.1.6 Identify, develop new and correct discrepancies associated with shipboard and shore side spares and logistics documentation to include Provisioning Technical Documentation, Technical Manual, Drawing, Planned Maintenance, and all other ILS product that may require updates or Development.

3.1.7 The contractor shall provide support by interfacing with NSWCPD In Service Engineering Activities (ISEA's), NAVAL Supply Systems Command (NAVSUP), Naval Sea Systems Command (NAVSEA), Defense Logistics Agency, and other activities to identify possible solutions, Completion dates, Funding requirements, Statements Of Work (SOW's) for completion of DLA-339 and ESRS cases and Quad chart development to include estimated cost of resolution, ECD, Short and long term resolution plans and impact statement.

3.1.8 The contractor shall assist in coordinating Environmental Qualification Testing (EQT) test events to qualify replacement components and equipment for shipboard use. The contractor shall also perform EQT testing. Projected tests for the entire task order are:

- Heavyweight shock (MIL-S-901E) one (1) event
- Medium weight shock (MIL-S-901E) two (2) events
- Vibration (MIL-STD-167-1A) two (2) events
- EMI/EMC (MIL-STD-461F) one (1) event

3.2 Project Management and Program Support

3.2.1 The contractor shall provide Metrics as required to support the DLA-339 and ESRS programs. These metrics shall be tracked monthly and reflect work completed.

3.2.2 The contractor shall provide program planning and support for the DLA-339 and ESRS programs to include participation in logistics planning for a smooth transition from an acquisition to in-service platform.

3.2.3 The contractor shall conduct detailed analyses of DLA-339's and ESRS issues affecting ILS and prepare reports identifying causes and potential resolutions.

3.2.4 The contractor shall process inbound technical drawings for cataloging into the Naval\Shipyards Engineering Drawing Repository (NSED) by reviewing proprietary information and disseminating on a need to know basis, performing quality assurance reviews in the NSED database to check for errors and to be certain the drawings are cataloged properly, using photo editing software as needed to touch up drawings to make them more legible, and liaising with provisioning personnel in checking the NSED database and providing drawings that they do not have access to.

3.2.5 The contractor shall provide in depth guidance recommendations for NSWC Philadelphia provisioning process policy development, develop draft implementation procedures and training guidance for provisioning personnel, and schedule, coordinate and conduct DLA/Navy Working Group meetings to include Engineering Support Working Group (ESWG), and Provisioning Center Of Excellence (PCOE) meetings among the Navy, DLA, NAVSUP, and other Services for matters involving equipment configuration and supply support.

3.2.6 The contractor shall provide standardization support by reviewing, researching and making recommendations in support of the DoD Standardization Office Item Reduction Studies (IRS).

3.3 Supply Support

3.3.1 Supply Support

The contractor shall provide engineering, technical, and logistics support of fleet maintenance philosophies to identify and resolve material condition discrepancies; track and resolve Diminished Manufacturing Sources and Material Shortages (DMSMS) and obsolescence issues and logistics discrepancies; resolve high visibility parts availability and long lead time material issues; provide Government Furnished Equipment (GFE) and Contractor Furnished Equipment (CFE) tracking support; and provide support for the update and maintenance of configuration data for upload to the Configuration Data Managers Database-Open Architecture (CDMD-OA). These services are required in support of the new construction, overhaul, modernization, and repair of shipboard hull, mechanical and electrical systems, as well as life-cycle maintenance of other U.S. Navy systems and associated life-cycle logistics support documentation per requirements of references.

3.3.1.1 The contractor shall develop, review, update, and maintain complete supply support documentation; and shall be responsible for analyzing various forms of Technical Data Packages (TDP)/ Engineering Data for Provisioning (EDFP), maintenance plans, engineering drawings, reliability data, level of repair, and scheduled maintenance data. The contractor shall identify spare parts (e.g. OBRP, INCO and Depot) requirements, perform inventory management, and determine lead times.

3.3.2 Provisioning - Allowance Parts Lists/ Allowance Equipage List (APL/AEL) Development, Maintenance, and Support.

3.3.2.1 The contractor shall develop and/or review Provisioning Parts Lists (PPL) and other provisioning lists along with Engineering data For Provisioning (EDFP), confirm the adequacy and accuracy, and resolve discrepancies or deficiencies as appropriate. PPLs and other new/revised provisioning lists shall be developed and submitted using the Interactive Computer Aided Provisioning System Client Server (ICAPS C/S). The contractor shall also similarly review Statements of Prior Submission (SPS) provisioning packages and Statements of Prior Submission (SPS) with Change provisioning packages for adequacy and accuracy. The contractor shall review fleet feedback reports, message traffic, 3M data, DMSMS reported and distance support issues to identify and correct APL/AEL discrepancies and deficiencies by developing draft responses and corrected PPLs and other provisioning lists as required. The contractor shall develop PPLs to add maintenance significant items that are not currently listed on APL/AELs. The contractor shall review alteration drawings to identify APL/AEL equipment managed by NSWCPD that was installed or removed and develop APL/AELs as required. The contractor shall also review Engineering Data For Provisioning (EDFP), and where required, develop PPLs using the ICAPS C/S for APL/AEL worthy equipment.

3.3.3 Configuration Status Accounting (CSA) Support

3.3.3.1 The contractor shall review drawings to identify configuration-worthy items and determine changes required to support the alteration. As required, the contractor shall conduct Validation and Verification (either desktop drawing validations and/or shipboard physical sight validation audits) of newly installed systems or equipment to ensure that logistics data matches actual configuration. The contractor shall develop CDMD-OA work files to update the ship's configuration by adding or deleting APL/ AELs from the ship's configuration, adding logistic and alteration information and reviewing the resultant files to ensure that the Configuration Data Managers (CDMs) have processed the changes.

3.3.4 ILS Certification Support

3.3.4.1 The contractor shall review existing and develop new ILS Certification documentation for NSWCPD via the NDE ILS Certification Module to ensure proper life-cycle logistics support is available before deployed or re-deployed scheduled ship availabilities have occurred and ensure the assigned ship's systems and equipment have necessary levels of configuration identification, logistics support and proper logistics technical documentation per references. The contractor

shall prepare Configuration Overhaul Planning (COP) documents. The contractor shall maintain the Availability Planning Tool (APT) to ensure that all procedural, technical and logistics requirements for installations of alterations and modifications are met prior to the commencement of the availability.

3.3.5 SCD and Alteration Support

3.3.5.1 The contractor shall review HM&E Ship Change Documents and alteration drawing packages to determine sparing impact, conduct research for supply support, Preventative Maintenance System (PMS) and tech manual updates resulting from SCDs or alterations, using software packages, such as HAYSTACK; Federal Logistics (FEDLOG); General Distribution Allowance Part List (GDAPL); Preventive Maintenance System Schedule (PMS-MIS); Technical Data Management Information System (TDMIS) and others such as CDMD-OA and NDE. Using these tools, the contractor will collect and compile Configuration Overhaul Planning (COP) data for determination of a need for interim spares on board for HM&E equipment being installed.

3.3.5.2 The contractor shall provide availability coordination support to ensure that all planned SCDs with HM&E equipment being installed are reviewed for establishment of interim spares or OBRPs. The Contractor will establish a tracking system to ensure each SCD being installed during an availability that has been screened to NSWCPD has been thoroughly reviewed for interim spares and onboard repair parts (OBRP's), to track Technical Assessment Team (TAT) review and to track installing activity review.

3.4 Commonality of Systems, Subsystems, and Components - Not applicable

3.5 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components – Not applicable

3.6 Diminishing Manufacturing Sources and Material Shortages Management (DMSMS) Contract Requirements - Not applicable

3.7 Parts Obsolescence – Not applicable

4.0 DATA REQUIREMENTS

4.1 Contract Status Report (CDRL A001)

4.1.1 This report shall reflect both prime and Subcontractor data if applicable at the same level of detail.

4.1.2 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable the Government's approval must be received in writing from the COR within 5 business days before formal submission.

4.2 Travel Report (CDRL A002)

4.2.1 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.3 Contractor's Personnel Roster (CDRL A003)

4.3.1 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.4 Government Property Inventory Report (CDRL A004)

4.4.1 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.5 Systems Security Plan (CDRL A005)

4.5.1 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

5.0 SECURITY REQUIREMENTS

5.1 SECURITY TRAINING. The Contractor is responsible for completing all required Government mandated training to maintain security and network access to government sites and IT systems to include but not limited to: Antiterrorism Level 1 Awareness; Records Management in the DON: Everyone's Responsibility; Training and Readiness: The Active Shooter; NAVSEA Introduction to Controlled Unclassified Information; Operations Security (OPSEC); NAVSEA Counterintelligence Training; Privacy and Personally Identifiable Information (PII) Awareness Training; NAVSEA Physical Security training and Cybersecurity 101 Training. Certificates of successful completion shall be sent to the COR and as otherwise specified in the contract.

5.1.1 In accordance with the NISPOM DoD 5220.22M, Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated Tier 3 by the Vetting Risk Operations Center (VROC). An interim clearance is granted by VROC and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD buildings. Furthermore, if the Navy Central Adjudication Facility, have made an unfavorable determination access will be denied. For Common Access Card (CAC) you must have an open investigation and or favorable adjusted investigation. Interim security clearance are acceptable for a CAC. Access will be denied for anyone that has eligibility pending in JPAS. Vetting through the National Crime Information Center, Sex Offender Registry, and the Terrorist screening database shall be process for a contractor that does not have a favorable adjudicated investigation.

5.1.2 Contractor personnel that require a badge to work on-site at NSWCPD must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify

citizenship. Any contractor that has unfavorable information that has not been favorably adjudicated, by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.

5.1.3 Within 30 days after contract award, the contractor shall submit a list of all contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC and or Standard Access Control Badge (SACB), the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

5.2 ON SITE WORK. Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed.

5.2.1 In accordance with NSWCPD security protocol, contractor employees who hold dual citizenship will not be granted security clearance to our facilities.

5.2.4 For each day on NSWCPD property, the contractor shall complete the current version of the NSWCPD COVID-19 Screening and Self-Assessment Questionnaire (Attachment 2) for each employee. If there are any "Yes" answers, the contractor shall contact the TPOC or the Contractor Officer.

5.3 DD254 REQUIREMENT. This effort may require access to classified information up to the CONFIDENTIAL level. No classified data will be generated or stored by the Contractor. The Contractor is required to have and maintain a CONFIDENTIAL clearance. The requirements of the attached DD Form 254 apply.

5.3.1 The contractor is required to maintain a Facility Security Clearance (FCL) in accordance with the DD254 to perform certain work under the contract. Although it is not required at time of award, it shall be obtained within 30 Days after award. Otherwise the government will have no obligation to continue ordering work under the contract and may not exercise any of the available options.

5.3.2 The Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the NSWCPD, Security Office.

5.3.3 The contractor shall forward signed copies of DD254s provided to subcontractors to the Naval Surface Warfare Center Philadelphia Division (NSWCPD), ATTN: Security.

5.3.4 The contractor shall direct the subcontractor to obtain approval, through the prime Contractor, for the public release of information received or generated by the sub through the prime Contractor.

5.3.5 The contractor shall submit the subcontractor request for public release through the technical point of contact identified on the DD 254.

Additional information related to the facility clearance process can be obtained by visiting www.dss.mil or http://www.dss.mil/isecl/pcl_index.htm.

5.4 OPERATIONS SECURITY (OPSEC)

5.4.1 The Contractor shall protect critical information associated with this contract to prevent unauthorized disclosure. The NSWCPD Philadelphia Division's (NSWCPD) Critical Information List (CIL)/ CIIL (Critical Indicators and information list) will be provided on site, if warranted. Performance under this contract requires the contractor to adhere to OPSEC requirements. The Contractor may not impose OPSEC requirements on its subcontractors unless NSWCPD approves the OPSEC requirements. During the period of this contract, the Contractor may be exposed to, use, or produce, NSWCPD Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NSWCPD's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI).

5.4.2 CUI correspondence transmitted internally on the contractor's unclassified networks or information systems, and externally, shall be protected per NIST SP-800-171, Protecting Controlled Unclassified Information (CUI) in Non-federal Systems and Organizations.

Assembled large components/systems being transported to and from testing areas, other production or government facilities (whether or not on public roadways) shall be in an enclosed van trailer or covered flatbed trailer.

Component/System outside storage, staging, and test areas shall be shielded/obscured from public view wherever physically possible.

5.4.3 NSWCPD's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet pages or public facing websites. Media requests related to this project shall be directed to the PCO, and the COR who will forward the request to the NSWCPD Public Release Authority for review.

5.4.4 Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive, Company Proprietary information related to this or other program must be immediately reported to the contractor's Facility Security Officer and Cognizant Security Office and/or the Naval Criminal Investigative Service, and the NSWCPD Security Division (Code 105.1). Questions concerning these requirements shall be directed to the PCO, and the COR who will forward the request to the NSWCPD Security Division (Code 105.1).

5.5 RECEIPT, STORAGE, AND GENERATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) All Controlled Unclassified Information (CUI) associated with this contract must follow the minimum marking requirements of DoDI 5200.48, Section 3, paragraph 3.4.a, and include the acronym "CUI" in the banner and footer of the document. In accordance with DoDI 5200.48, CUI must be safeguarded to prevent Unauthorized Disclosure (UD). CUI export controlled technical information or other scientific, technical, and engineering information must be marked with an export control warning as directed in DoDI 5230.24, DoDD 5230.25, and Part 250 of Title 32, CFR. Nonfederal information systems storing and processing CUI shall be protected per NIST SP-800-171, or subsequent revisions. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy CUI associated with this contract by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

5.6 PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA.

When contractor employees, in the performance of their duties, are exposed to Planning, Programming, Budgeting and Execution (PPBE) data, a Non-Disclosure Agreement (NDA) with all affected contractor personnel must be executed in coordination with the COR and PCO to ensure safeguarding disclosure of this data.

5.7 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

5.7.1 System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

5.7.1.1 Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

5.7.1.2 If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

5.7.1.3 Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

5.7.1.4 The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

5.8 U-NNPI SECURITY REQUIREMENTS

5.8.1 Security Classification Guidance is as follows of portions of the tasking on this contract when invoked in the task order statement of work:

5.8.1.1 Contractor requires access to information and equipment classified

at the Confidential National Security Information (NSI) level in order to provide industrial support services within facilities that actively supports the Navy Nuclear Propulsion Program (NNPP).

5.8.1.2 All contractor personnel accessing classified information or classified material associated with the performance work relative to the resultant contract must be United States citizens no foreign nationals and shall have and maintain at a minimum Confidential security clearance.

5.8.1.3 The Contractor is responsible for completing all required government mandated training to maintain security and network access to government sites and IT systems, as necessary to support.

5.9 U-NNPI

5.9.1 Purpose The Contractor hereby agrees that when provided documents (specifications, drawings, etc.) that are marked as containing NOFORN sensitive information that must be controlled pursuant to Federal law, the information contained therein and generated as part of the inquiry shall be used only for the purpose stated in the contract and shall in no case be transmitted outside the company (unless such transmittals comply with the detailed guidance of the contract) or to any foreign national within the company. While in use, the documents shall be protected from unauthorized observation and shall be kept secure so as to preclude access by anyone not having a legitimate need to view them. The documents shall not be copied unless done in conformance with the detailed guidance of the contract. All the documents shall be promptly returned in their entirety, unless authorized for proper disposal or retention, following completion of the contract.

5.9.2 Specific Requirements for Protecting U-NNPI

- a) Only U.S. citizens who have an NTK required to execute the contract shall be allowed access to U-NNPI.
- b) When not in direct control of an authorized individual, U-NNPI must be secured in a locked container (e.g., file cabinet, desk, safe). Access to the container must be such that only authorized persons can access it, and compromise of the container would be obvious at sight. Containers should have no labels that indicate the contents. If removed from the site, U-NNPI must remain in the personal possession of the individual. At no time should U-NNPI be left unsecured (e.g., in a home or automobile, or unattended in a motel room or sent with baggage).
- c) U-NNPI documents will have the word NOFORN at the top and bottom of each page. The cover sheet will have the warning statement shown below. Documents originated in the course of work that reproduce, expand or modify marked information shall be marked and controlled in the same way as the original. Media such as video tapes, disks, etc., must be marked and controlled similar to the markings on the original information.
- d) U-NNPI may not be processed on networked computers with outside access unless approved by CNO (N00N). If desired, the company may submit a proposal for processing NNPI on company computer systems. Personally owned computing systems, such as personal computers, laptops, personal digital assistants, and other portable electronic devices are not authorized for processing NNPI. Exceptions require the specific approval of the cognizant DAA and CNO (N00N).
- e) U-NNPI may be faxed within the continental United States and Hawaii provided there is an authorized individual waiting to receive the document and properly control it. U-NNPI may not be faxed to facilities outside the continental United States, including military installations, unless encrypted by means approved by CNO (N00N).
- f) U-NNPI may be sent within the continental United States and Hawaii via first class mail in a single opaque envelope that has no markings indicating the nature of the contents.
- g) Documents containing U-NNPI shall be disposed of as classified material.
- h) Report any attempts to elicit U-NNPI by unauthorized persons to the appropriate security personnel.
- i) Report any compromises of U-NNPI to the appropriate security personnel. This includes intentional or unintentional public release via such methods as theft, improper disposal (e.g., material not shredded, disks lost), placement on Web site, transmission via email, or violation of the information system containing U-NNPI.
- j) The only approved storage for U-NNPI is CDMS NOFORN.

6.0 PLACE OF PERFORMANCE

6.1 Contractor's primary place of performance shall be at the contractor's facilities. It is estimated that 95% of the work will occur off-site at the contractor facility and 5% of the work will occur at various government sites as follows:

- Philadelphia Naval Business Center, Philadelphia, PA (in support of NSWCPD)
- Navy Supply Command (NAVSUP) Mechanicsburg, PA (in support of NSWCPD)
- Naval Supply Systems Command 700 Robbins St, Bldg 27A, Philadelphia, PA 19111

6.1.1 The specific location(s) will be provided at time of award of the Task Order. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than three business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

6.1.2 Access to Government buildings at Naval Surface Warfare Center Philadelphia Division is from 0500 to 1930 Monday through Friday, except Federal holidays. Normal work hours are from 0500 to 1930, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor employee(s) are performing work under this Task Order. Contractor personnel are not allowed to access any Government buildings at NSWCPD outside the hours of 0500 to 1930 without the express approval of the Procuring Contracting Officer (PCO).

6.1.3

Due to COVID-19, Contractors are encouraged to evaluate and establish performance of its contract at alternate work locations such as the expanded use of teleworking when feasible to successfully perform the contract requirements. This is in effect until there is resolution of the pandemic or as directed by the Contracting Officer.

6.1.4 Early Dismissal and Closure of Government Facilities

6.1.4.1 When a Government facility is closed and/or early dismissal of

Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow its own company policies regarding leave. Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

6.1.4.2 When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, and closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

6.1.5 The contractor shall ensure that each contractor employee who will be

resident at NSWCPD completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCPD. This document is available at: <https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

6.1.6 In accordance with C-223-W002, ON-SITE SAFETY REQUIREMENTS (NAVSEA), the contractor shall certify by e-mail to Paul Breeden (paul.breeden@navy.mil) that on-site employees have read the “Philadelphia Division Environmental Policy and Commitment” and taken the EMS Awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employee name, work site, and contract number.

7.0 TRAVEL

7.1 The Contractor may be required to travel from the primary performance location when supporting this requirement. The estimated number of trips is 10 per year.

The contractor shall be required to travel CONUS (any state in USA) to accomplish the tasks contained in this contract. Travel in support of this requirement is anticipated to include, but may not be limited to, the following alternate performance locations:

CONUS/OCONUS	DESTINATION:	Number of Days Per Trip	Number of Trips	Number of People
CONUS	Port Hueneme, CA	5	1	1
CONUS	Mechanicsburg, PA	5	3	3
CONUS	Norfolk, VA	4	1	1
CONUS	Jacksonville, FL	4	1	1
CONUS	Mobile, AL	5	1	1
CONUS	Marinette, WI	5	1	1

7.2 The number of times the Contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. All travel shall be approved before travel occurs. Approval may be via email by the Contracting Officer (PCO) or the fully executed Technical Instruction (TI) signed by the Contracting Officer.

7.2.1 In accordance with the TI instructions, before initiating any travel the Contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Actuals cost, resulting from the performance of travel requirements, shall be reported as part of the Contractor's monthly status report. The reportable cost shall also be traceable to the Contractor's invoice

7.3 All travel shall be conducted in accordance with FAR 31.205-46, Travel Costs, and B-231-H001 Travel Cost (NAVSEA) and shall be pre-approved by the COR. The Contractor shall submit travel reports in accordance with DI-MGMT-81943 (CDRL A002).

7.4 Travel Costs

7.4.1 The current “maximum per diem” rates are set forth in the (i) Federal Travel Regulations for travel in the Continental United States; (ii) Joint Travel Regulations for Overseas Non-Foreign areas (e.g., Alaska, Hawaii, Guam, Puerto Rico, etc.); and (ii) Department of State (DOS) prescribed rates for foreign overseas locations.

8.0 GOVERNMENT FURNISHED PROPERTY

8.1 The GFP being provided consists of up to three (3) NMCI (U/NNPI) laptops, Attachment 0005, which will be provided to the contractor no later than 30 days after award.

9.0 GOVERNMENT FURNISHED INFORMATION – Not applicable

10.0 PURCHASES

10.1 Only items directly used and incidental to the services for this Task Order and for work within the scope of the Statement of Work, shall be purchased under the Other Direct Cost (ODC) line items. Purchases of an individual item that is valued above \$10,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request and supporting documentation shall be submitted via email to the Contracting Officer and the Contracting Officer's Representative (COR) it shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. Provide copies of price estimates from at least 2 vendors.

10.2 Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the PCO for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

11.0 COUNTERFEIT MATERIAL PREVENTION – Not applicable

12.0 PERSONNEL

12.1 Personnel Requirements. All persons proposed in key and non-key labor categories shall, at the time of proposal submission, be U.S. citizens holding at least a current Confidential clearance, or possess a favorable DCSA adjudication as outlined in section 5.3.

12.2 Clause 52.222-2 "Payment for Overtime Premiums" will provide for the total approved dollar amount of overtime premium or will state "zero" if not approved. If overtime premium has not been approved under this contract in accordance with Clause 52.222-2, overtime effort to be performed shall be requested from the Contracting Officer prior to performance of premium overtime. For overtime premium costs to be allowable costs; the Contracting Officer is required to approve the performance of overtime prior to the actual performance of overtime. The dollar amount in FAR 52.222-2 shall equal overtime premium negotiated between the Government and the prime contractor. This overtime premium amount shall equal the prime contractor's unburdened premium OT labor costs plus the subcontractors' fully-burdened premium OT labor costs.

12.3 The level of effort for the performance of the resultant Task Order is based on the following labor categories and hours per year:

NSWCPD Title	eCRAFT Title	eCRAFT Code	Key	Govt-Site Hours	KR-Site Hours	KR-Site OT Hours	Resumes Req
Program Manager	Program/Project Manager III	MANP3	1		4,800		1
Senior Tech Referrals Technician	Logistician II	LGT2	2		19,200		2
Senior Logistician	Logistician II	LGT2	1		4,800		1
Senior Provisioning Logistician	Logistician II	LGT2	2		19,200		2
Program/Project Manager	Program/Project Manager II	MANP2	1		4,800		1

Logistician	Logistician I	LGT1			48,000	1,000	
Tech Referrals Technician	Logistician I	LGT1			67,200	1,000	
Provisioning Logistician	Logistician I	LGT1		1,500	17,700	625	
Engineer	Engineer III	E3		1,000	27,800		
Data Analyst	Logistician I	LGT1			9,600		
Junior Data Analyst	Logistician I	LGT1			28,800	1,000	
Junior Logistician	Logistician I	LGT1			48,000	1,000	
Program Support Assistant	Intermediate Level Navy Validator I	ILNV1			9,600	500	
TOTALS				2,500	309,500	5,125	

12.4 Key Personnel

12.4.1 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Task Order in accordance with Clause 52.237-3 Continuity of Services (Jan 1991) in the basic SeaPort contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

12.4.2 In accordance with C-237-H002 Substitution of Key Personnel, the following labor categories are designated as the target Key Personnel for this contract. Resumes will be submitted for each category in the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category. The proposed combined expertise of all proposed key personnel shall cover at a minimum all requirements for task areas in section 3.0.

12.4.3 The Contractor shall provide individuals to fill the key positions identified below.

12.4.4 The Contractor shall indicate within the personnel section of its proposal, and/or indicate within individual submitted resume(s), any personnel security clearance requirements as stipulated in section 12.1 above.

Program Manager (MANP3) (one resume required):

Target Education: Bachelor's degree from an accredited college or university.

Target Experience: Ten (10) years' experience in management, engineering and procurement of Navy systems and equipment involving the maintenance, repair, testing, product improvement, and installation of Naval systems and equipment. The 10 years' experience should include the following: managing engineering projects involved in engineering analysis, test, operation, maintenance or operation of Naval systems, working experience in engineering and logistic projects involving the development, configuration management, and maintenance of Navy logistics technical data and associated information management systems, and experience in HM&E systems and support. Individual should have five (5) years' experience with ILS planning for DLA-339/ESRS related projects.

Senior Technical Referrals Technician (LGT2) (two resumes required):

Target Education: Individual should possess a High School diploma or GED.

Target Experience: Seven (7) years' experience reviewing and resolving technical issues that impact spare part procurements from DLA and NAVSUP and performing the analytical processes required to identify the appropriate resolutions for logistics impacted items and recommended resolutions for engineering impacted items. In addition, experience should also include in-depth knowledge of Allowance Parts List development, National Stock number development, Technical coding on APL's and NSN's including Source Maintenance and Recoverability (SM&R) codes, NAVSUP and DLA technical coding for procurements and contracting, with a working knowledge of DoD, Naval, and commercial logistical databases, e.g. Federal Logistics Information System, Weapons System File, Haystack, etc..

Senior Logistician (LGT2) (one resume required):

Target Education: Individual should possess a High School diploma or GED.

Target Experience: Fifteen (15) years' experience in program level support of U.S. Navy (NAVSUP) and Defense Logistics Agency (DLA) logistics projects and initiatives, formulating and implementing ILS policies and processes, ILS working group support, and working knowledge of U.S. Navy logistics organizations, including their functions and responsibilities.

Senior Provisioning Logistician (LGT2) (two resumes required):

Target Education: Individual should possess a High School diploma or GED.

Target Experience: Seven (7) years' experience in reviewing and analyzing Provisioning Technical Documentation (PTD)/Engineering Data For Provisioning (EDFP), maintenance plans, applying technical coding, including Source Maintenance and Recoverability (SM&R) codes and creating Provisioning Parts Lists (PPLs) in ICAPS C/S to develop

and/or update Allowance Parts Lists (APLs).

Project Manager (MANP2) (one resume required):

Target Education: Bachelor's Degree from an accredited college or university.

Target Experience: Five (5) years' experience in project management and program support for U.S. Navy ILS related projects and initiatives, working knowledge of U.S. Navy logistics organizations, including their functions and responsibilities. Directly related experience providing project management and program support for NSWC Philadelphia ILS projects and initiatives is preferred.

12.5 Non-Key Personnel

12.5.1 In the performance of this effort, the Contractor shall fully staff the non-key positions listed below with qualified individuals. The Contractor shall provide individuals to fill the non-key positions identified below:

Logistician (LGT1):

Minimum Education: Individual shall possess a High School diploma or GED.

Minimum Experience: The experience shall include five (5) years in the development, updating or use of ILS products for US Navy HM&E systems/equipment and understand the differences in classes of changes and implementation options.

Tech Referral Technician (LGT1):

Minimum Education: Individual shall possess a High School diploma or GED.

Minimum Experience: The experience shall include five (5) years in the development, updating or use of ILS products for US Navy HM&E systems/equipment and understand the differences in classes of changes and implementation options.

Provisioning Logistician (LGT1):

Minimum Education: Individual shall possess a High school diploma or GED.

Minimum Experience: The experience shall include two (2) years' experience reviewing and analyzing Provisioning Technical Documentation (PTD)/Engineering Data For Provisioning (EDFP) and creating Provisioning Parts Lists (PPLs) in ICAPS C/S to develop and/or update Allowance Parts Lists (APLs).

Engineer (E3):

Minimum Education: Individual shall possess a Bachelor's Degree in Engineering from an accredited college or university.

Minimum Experience: The experience shall include five (5) years' experience in the operation, maintenance, logistical support or testing of electrical or mechanical equipment onboard Navy Vessels.

Data Analyst (LGT1):

Minimum Education: Individual shall possess a High school diploma or GED

Minimum Experience: The experience shall include five (5) years' experience collecting, compiling and analyzing data from DOD, Naval and commercial logistical databases, e.g. Federal Logistics Information System, Weapons System File, Haystack, etc.

Junior Data Analyst (LGT1):

Minimum Education: Individual shall possess a High school diploma or GED

Minimum Experience: The experience shall include similar experience compiling and analyzing ILS data and developing associated reports or similar tasking.

Junior Logistician (LGT1):

Minimum Education: Shall possess a High school diploma or GED.

Minimum Experience: The experience shall include experience in the development or updating of ILS products for U.S. Navy HM&E systems and equipment.

Program Support Assistant (ILNV1):

Minimum Education: Shall possess a High school diploma or GED.

Minimum Experience: The experience shall include two (2) years' experience in the use of spreadsheet and word processing software.

12.6 DON Cyberspace IT (Information Technology) / Cybersecurity & Information Assurance Functions and Personnel Requirements – Not applicable

13.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM

13.1 In addition to the requirements of Clause C-237-W001 “Electronic Cost Reporting and Financial Tracking (eCRAFT) System Reporting (NAVSEA)”, the contractor is required to provide supporting accounting system reports, at the Contracting Officer’s request, based on the review of the invoice documentation submitted to eCRAFT. This documentation will include reports such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent). Supporting labor data provided must include unburdened direct labor rates for each employee and labor category. Cost breakdowns for ODCs, Materials, travel and other non-labor costs must be at the transactional level in sufficient detail so the Government can review allocability to the contract/task order. Indirect costs allocated to direct costs must be shown at the lowest level of detail sufficient to reconcile each indirect rate to the appropriate allocation base.

13.2 On invoices containing subcontractor costs, the prime contractor agrees, at the Contracting Officer’s request, to attach as supporting documentation all invoices received from subcontractors, unless the subcontractor submits invoices

directly to the CO and COR. This requirement applies to all subcontract types (Cost, FFP, etc.).

14.0 SPECIAL REQUIREMENTS - Not applicable

C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of Text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter

unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

C-204-H002 IMPLEMENTATION OF ENHANCED SECURITY CONTROLS ON SELECT DEFENSE INDUSTRIAL BASE PARTNER NETWORKS (NAVSEA) (JAN 2020)

1. System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

2. Compliance to NIST 800-171

a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

(1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

(2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

(3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

(4) Audit user privileges on at least an annual basis;

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIP 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,

ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program>);

(6) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

(7) Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

3. Cyber Incident Response

a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx. In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

4. Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

5. NCIS/Industry Monitoring

a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure

systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

(End of Text)

C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of Text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

NONE

(End of Text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the

Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

C-211-H020 PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

(End of Text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 11 January 2021 in response to NAVSEA Solicitation No. N64498-21-R-3005.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of Text)

C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated for default in accordance with the clause entitled "Default (Fixed-Price Supply And Service)" (FAR

52.249-8), "Default (Fixed-Price Research And Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

(End of Text)

C-223-H001 TRANSPORT AND DISPOSAL OF RADIOACTIVE WASTE (NAVSEA) (OCT 2018)

The Contractor will make reasonable efforts to contract commercially for transport and disposal of spent resin and other radioactive wastes to the same extent as for recent overhauls so long as nuclear risk indemnity under P.L. 85-804 is available to the Contractor. In the event that the Contractor cannot comply with new requirements concerning transport or disposal for radioactive wastes, or cannot reasonably obtain commercial transport and disposal of such wastes, the Government, upon timely notification of the specific problem(s), will provide assistance for disposition and, if such assistance does not prove to be successful, will assume custody of the radioactive wastes. In the event that the Government assumes custody of such radioactive wastes, then this contract shall be equitably adjusted to reflect the reduction in the scope of work of this contract.

(End of Text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows: Paul Breeden (paul.breeden@navy.mil)

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C-227-H003 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (NAVSEA) (OCT 2018)

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. In accordance with OPNAVINST N9210.3 of 7 June 2010, appropriate safeguards must be proposed by the Contractor and approved by the NAVSEA Contracting Officer for Security Matters for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the NAVSEA Contracting Officer for Security Matters.

(b) The NAVSEA Contracting Officer for Security Matters shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the NAVSEA Contracting Officer for Security Matters impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor and subcontractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 00P3).

(End of Text)

C-227-H004 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (NAVSEA) (OCT 2018)

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

(b) Equipment and technical data defined as Naval Nuclear Propulsion Information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals or immigrant aliens.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

(End of Text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) CDRLs A001-A005, attached hereto.

(End of Text)

C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)

(a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.

(b) The contractor shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "contractor" shall be changed to "subcontractor."

(c) The contractor shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

(d) The contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture."

(e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

(End of Text)

C-227-H015 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS – ALTERNATE I (NAVSEA) (NOV 2020)

The Contractor shall not assert any claim, in any jurisdiction, including but not limited to trademark infringement (based on rights the Contractor believes it has in the term(s) None ("Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design). The Contractor acknowledges that these obligations with respect to the Designation(s) shall survive the expiration, completion, closeout, or termination of this contract.

(End of Text)

C-237-H001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (NAVSEA) (OCT 2018)

(a) The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the engineering and technical services via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

(b) The contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>.

(c) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://dod.ecmra.support.desk@mail.mil>.

(End of Text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the

Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an attachment in Section J.

(End of Text)

C-237-H001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (NAVSEA) (NOV 2020)

*** Enterprise-wide Contractor Manpower Reporting Application (ECMRA) was decommissioned on 19 June 2020. Data collection functionality has been transitioned to the Service Contract Report (SCR) in the System for Award Management (SAM). The hyperlinks below have been updated to reflect this transition.***

(a) The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [insert named component] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

(b) The contractor is required to completely fill in all required data fields using the following web address <https://sam.gov/SAM/>.

(c) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://sam.gov/SAM/>.

(End of Text)

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: : eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of Text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within 30 days after award of the task order. The meeting will be held at the address below:

Location/Address: Teleconference

(b) The contractor will be given 7 working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the task order.

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of Text)

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

(1) Impact on subcontracting goals,

(2) Impact on providing support at the contracted value,

(3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort-e fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(End of Text)

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and

transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of Text)